

MARYLAND DEED OF TRUST

Washington Law Reporter Form 102  
1625 Eye St. N.W., Washington, D.C. 20006

REC'D FOR RECORD March 29 1974 AT 8:36 O'CLK AM SAME DAY RECORDED & INDEXED FOR ELLIS C. WAUGHTER, CLK.

**This Deed of Trust**, made this 20 day of March, 1974, by and between  
WILLIAM J. GELLATLY, THOMAS N. HAMILTON; and MICHAEL E. NAIL,  
hereinafter referred to as "Grantor," and

LEONARD J. WILLIAMS and OWENS HAYNES, hereinafter referred to as "Trustees";

**Whereas**, Grantor is justly indebted unto GILBERT C. FISHER and EVELYN  
FISHER, his wife, in the principal sum of  
FIFTY-FIVE THOUSAND AND 00/100-----  
Dollars (\$ 55,000.00 ), as DEFERRED PURCHASE MONEY  
(Insert Type Of Transaction)

for which amount the Grantor has signed and delivered his promissory note of even date herewith  
payable to the order of GILBERT C. FISHER and EVELYN FISHER, his wife,

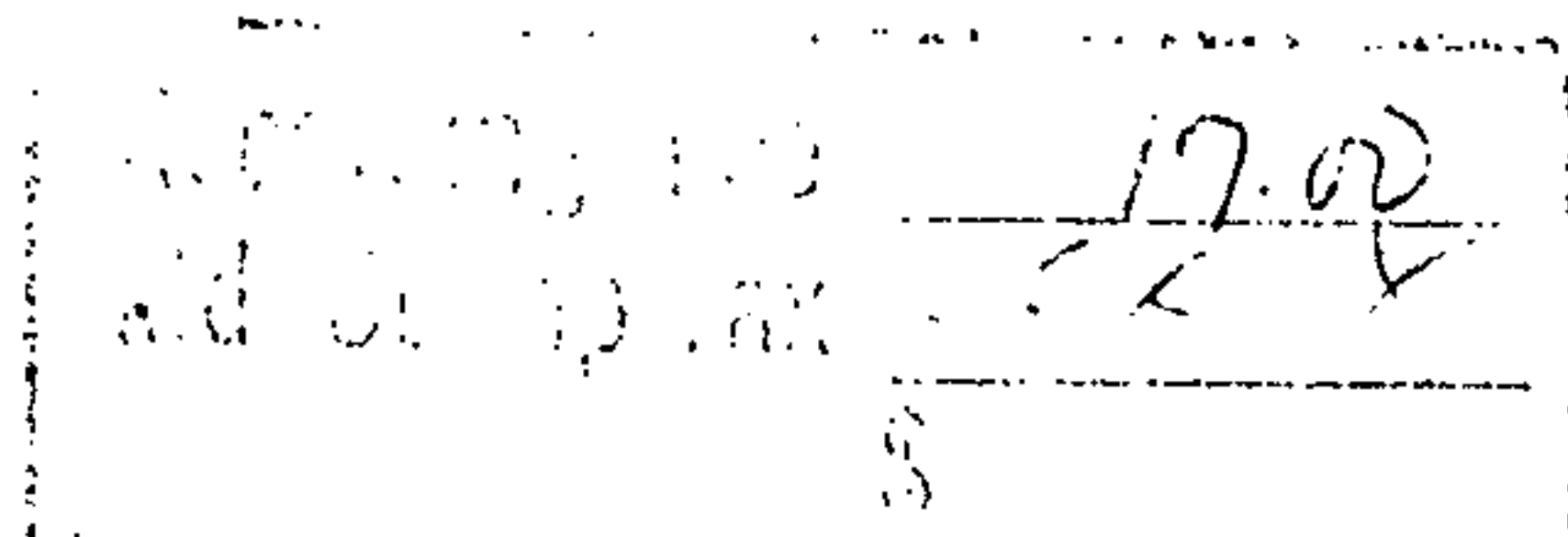
in the principal amount of FIFTY-FIVE THOUSAND AND 00/100-----  
Dollars (\$ 55,000.00 ) bearing interest at the rate of EIGHT percent ( 8 %) per annum  
until paid, on the following terms and obligations:

Interest only for three (3) years and thereafter Principal plus accrued  
interest thereon shall be payable in five (5) equal annual installments  
with the first installment of principal and interest to fall due four  
(4) years from the date hereof.

The makers hereof, their heirs or assigns shall have the right to prepay  
the entire indebtedness in whole or in part at any time without penalty.

The makers hereof, their heirs or assigns shall be entitled to partial  
releases of two (2) acre parcels starting at the southwest corner and  
running east along Route 97 for one hundred (100) feet and running to  
the back line of the property, upon payment of the sum of Ten Thousand  
and 00/100 Dollars (\$10,000.00) plus accrued interest for each parcel  
desired to be released. All payments made to the reduction of princi-  
pal according to the terms hereof shall entitle the makers hereof, their  
heirs or assigns to partial releases whether requested at the time of  
payment or at a later date.

And it is expressly agreed that if default be made in the payment of  
any one of the aforesaid installments when and as the same shall become  
due and payable, then and in that event, the unpaid balance of the  
aforesaid principal sum and accrued interest shall at the option of the  
holder hereof at once become and be due and payable.



MAR 29-74 B #25583 \*\*\*\*\*17.00

**Now, Therefore, This Deed of Trust Witnesseth:** That to secure the prompt payment  
of said indebtedness and all charges and advances as in said promissory note and as herein provided,  
the Grantor, in consideration of the sum of One Dollar in hand paid by said Trustees at and before the  
sealing and delivering of these presents, the receipt of which is hereby acknowledged, does hereby grant  
and convey in fee simple unto the Trustees the land and premises lying and being in Frederick  
County, State of Maryland, and described as follows:

BEGINNING at an iron pipe at the end of the first or the South 64 de-  
grees 50 minutes East 597 foot line of a deed from Adrian A. Martin,  
et al, to Emmitsburg Development, Inc., dated July 18, 1947 and re-  
corded in Liber 464, folio 147, one of the Land Records for Frederick  
County, and running thence (1) North 22 degrees 40 minutes East 1004.52  
feet to the center of the State Road, thence with said road (2) North  
81 degrees 50 minutes West 546 feet to an iron pin; thence (3) South 33  
degrees 30 minutes West 843.4 feet to a point; thence (4) South 64 de-  
grees 50 minutes East 540.38 feet to the point of beginning, containing  
11.3 acres of land, more or less.

BEING all and the same land as conveyed from Wesco, Incorporated to  
Gilbert C. Fisher and Evelyn Fisher, his wife, by deed dated May 2, 1973,

*W. 27,573 E. - Subst - filed November 9, 1977 pd 17.00*